

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Leo Stoller d/b/a
CENTRAL MFG.
P.O. Box 35189
Chicago, IL 60707

Trademark: **AIRFRAME BUSINESS
SOFTWARE, INC.**

Opposer,

Application SN: 78-233,204

vs.

Int. Class No: 09

Airframe Business Software, Inc.
800 Southwood Blvd, Suite 105
Incline Village, NV 89451

Filed: April 2, 2003

Applicant.

TTAB/FEE
(IN TRIPLICATE)



04-13-2004

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

AIRFRAME vs. AIRFRAME

NOTICE OF OPPOSITION

1. In the matter of Intent to Use Application SN: 78-233,204, for the mark **AIRFRAME**, in Int. Class 09 for **computer software for database management of business processes and information management**.

2. The Opposer or its predecessor in title, has priority of use in Common Law for the mark *AIRFRAME* on a broad range of goods and services which are listed in the Federal Registrations, and on similar goods, related goods, and competitive goods to those of the Applicant, namely *business software, including database management for email programs; web site development; web site management and hosting, etc.*, since at least as early as 1996. See the goods listed in the attached Registrations Numbers, herein relied upon in support of this Opposition, 2,137,218, 2,128,940, 2,138,609, 2,137,059 and 2,138,806. The Opposer has prior of use on *business software* and similar, related and competitive goods, sold in the same channels of trade, and sold to the identical customers that Applicant's goods are sold in, and/or are to be sold. The Opposer or its predecessor in title, has priority of use of the mark *AIRFRAME* on similar goods as early as 1996.

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3. The Opposer, has priority of use of the mark *AIRFRAME* in numerous classes of goods and services, listed in the attached Registrations. The Opposer holds rights to a family of *AIRFRAME* marks, promoted together, as are well known to the Applicant, which goods are sold in the same channels of trade and to similar customers as Applicant's since at least as early as 1996 and hereby opposes registration of the confusingly similar mark *AIRFRAME*, Application Serial No. 78-233,204.

4. There is no issue as to priority. The Applicant's intent to use date is subsequent to the issuance date of Opposer's said Registrations and its listed first use dates.

5. Opposer has sold its goods listed in the aforesaid Registrations under the aforesaid *AIRFRAME* marks as herein before referred to throughout the United States. Opposer has developed an exceedingly valuable goodwill in respect to the *AIRFRAME* marks covered by the aforesaid Registrations.

6. By virtue of its efforts, and the expenditure of considerable sums for promotional activities and by virtue of the excellence of its products, the Opposer has gained for its listed marks a most valuable and famous reputation.

7. The Opposer licenses the *AIRFRAME* mark for a wide variety of collateral merchandise and expends substantial sums of money on policing the use of Opposer popular and famous trademark on a broad range of goods

8. The Opposer holds rights ¹, in the following well-known *AIRFRAME* trademark

1. §16.13 McCARTHY ON TRADEMARKS, II. Ownership. Who Is Owner Of Trademark, [1] Introduction, Trademarks have often been held to be a kind of "property." In discussing "ownership of a trademark, we must recognize that we are dealing with intangible, intellectual property. "Ownership" means that one possesses a right which will be recognized and upheld in the courts: To say one has a "trademark" implies ownership and ownership implies the right to exclude others. If the law will not protect one's claim of right to exclude others from using an alleged trademark, then he does not own a "trademark", for that which all are free to use cannot be a trademark. Application of Deister Concentrator Co., 48 CCPA 952, 289 F.2d 496, 129 USPQ 314 (1961). Trademark ownership inures to the legal entity who is in fact using the mark as a symbol of origin. The Federal Trademark Register can be rectified in order to correct the ownership of a registered mark or a pending application. *Chapman v. Mill Valley Cotton*, 17 USPQ2d 1414 (TTAB 1990) (Opposer Alpha alleged that she, not applicant, owned the mark. Applicant was a joint venture composed of parties Alpha and Beta. After some litigation in state court, the parties filed an assignment from party Beta to party Alpha amounting to a concession that Alpha was indeed the owner of the mark. The Board viewed the TLRA 1989 amended version of §18, which permits rectifying the "register" as broad enough to include changing the name of the owner of an application, as well as of an issued registration.

Registrations, all of which are incorporated herein, and notice is hereby given that Opposer relies upon the following *AIRFRAME* Registrations Numbers: 2,137,218; 2,128,940; 2,138,609; 2,137,059 and 2,138,806.

9. Since 1996 the Opposer has forcefully extended its *AIRFRAME* trademark into the Applicant's market and today is a model for other in the trademark marketing and licensing industry in handling successfully brand extension as well known to the Applicant.

10. The trademark proposed for registration by the Applicant, namely **AIRFRAME** is substantially incorporated in its entirety in Opposer's mark *AIRFRAME* and **AIRFRAME** is applied to similar goods, related goods and competitive goods, as those sold by Opposer and so nearly resemble the Opposer's mark as to be likely to confuse therewith and mistaken therefore.

11. On *January 13, 2004*, the Opposer sent correspondence to Applicant's president. See a true and correct copy attached hereto.

12. The Applicant's mark **AIRFRAME** is deceptively similar to Opposer's *AIRFRAME* mark so as to cause confusion and lead to deception as to the origin of Applicant's goods bearing the Applicant's mark.

13. If the Applicant is permitted to use and register his **AIRFRAME** for his goods, as specified in the application herein opposed, confusion in trade resulting in damage and injury to the Opposer would be caused and would result by reason of the similarity between the Applicant's mark and the Opposer's mark. Persons familiar with Opposer's mark *AIRFRAME* would be likely to buy applicant's goods as and for a product made and sold by the Opposer. Any such confusion in trade inevitably would result in loss of sales to the Opposer. Furthermore, any defect, objection or fault found with Applicant's products marketed under its **AIRFRAME** mark would necessarily reflect upon and seriously injure the reputation which the Opposer has established for its products merchandised under its *AIRFRAME* marks for over 20 years.

14. If the Applicant were granted the registration herein opposed, it would thereby obtain at least a *prima facie* exclusive right to the use of its mark. Such registration would be a

source of damage and injury to the Opposer.

15. Opposer asserts that there is a likelihood of confusion between the Applicant's mark **AIRFRAME** and the Opposer's registered family of *AIRFRAME* and *AIRFRAME* formative marks under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d).

16. Opposer asserts that its mark *AIRFRAME* is well known and/or famous and that the Applicant seeking registration of the confusingly similar mark **AIRFRAME**, which when used would cause dilution under section 43(c). Opposer's mark became famous in 1999.

17. If Applicant's mark **AIRFRAME** is allowed to register it will lessen the capacity of Opposer's famous mark *AIRFRAME* to identify and distinguish its goods or services and to license its well known *AIRFRAME* BRAND NAME.

18. The Opposer uses its well-known *AIRFRAME* mark as a trade name, corporate name, service mark and trademark since at least as early as 1988 and is engaged in an aggressive *AIRFRAME* licensing and marketing program as well known to the Applicant.

19. The Opposer, located in Chicago, Illinois, believes that it will be damaged by registration of the mark **AIRFRAME** shown in Application SN 78-233,204 and hereby opposes same. The Opposer uses its *AIRFRAME* mark as a trade name, corporate name, service mark and trademark and engages in an aggressive licensing program for over 20 years as well known to the Applicant.

20. The Opposer has used the trademark *AIRFRAME* as a trade name, service mark and house mark in interstate commerce, since at least as early as 1988, long prior to Applicant's submission of its application for Federal Registration of the mark *AIRFRAME*.

21. The Opposer is the exclusive worldwide Licensor of the mark *AIRFRAME* as listed in the 1999 Licensing Resource Directory, as well known to the Applicant.

22. The Opposer has priority of use, as early as 1996, on the same, similar or competitive goods, *business software, including database management for email programs; web site development; web site management and hosting, etc.*, as previously stated and on the goods listed in Federal trademark registrations.

23. The use of the Applicant's mark **AIRFRAME** sought to be registered in the afore-

said application is likely to blur the distinctiveness of the Opposer's famous *AIRFRAME* trademark(s).

24. The use of the Applicant's mark **AIRFRAME** sought to be registered in the aforesaid application is likely to cause confusion, mistake or deception in the buying public or cause the public to believe that there is a connection between the parties, or a sponsorship of Applicant's goods by Opposer.

25. The Applicant's mark **AIRFRAME** is confusingly similar to Opposer's mark *AIRFRAME* marks.

26. Since at least as early as 1988, the Opposer has been, and is now, using the mark *AIRFRAME* in connection with the sale of goods and/or services in numerous classes. Said use has been valid and continuous since said date of first use and has **not** been abandoned.

27. If the Applicant is permitted to register the mark, and thereby, the *prima facie* exclusive right to use in commerce the mark **AIRFRAME** on the goods licensed and sold by the Opposer, confusion is likely to result from any concurrent use of Opposer's mark *AIRFRAME* and that of the Applicant's alleged mark **AIRFRAME** all to the great detriment of Opposer, who has expended its lifetime and considerable sums and effort in promoting its well known mark.

28. Purchasers are likely to consider the goods and/or services of the Applicant sold under the mark **AIRFRAME** as emanating from the Opposer, and purchase such products as those of the Opposer, resulting in loss of sales to Opposer.

29. The Opposer's famous family of *AIRFRAME* marks are marketed in concert.

30. The Applicant's goods defined in its application does not identify with reasonable certainty what goods are to be covered under the mark **AIRFRAME**.

31. Upon information and belief, said application was obtained fraudulently in that the formal application papers filed by Applicant, stated that Applicant had a intent to use date of April 2, 2003. Said statement was false. Said false statement was made with the knowledge and belief that it was false, with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration.

32. Applicant's mark **AIRFRAME** is similar to Opposer's mark **AIRFRAME**.

33. The Applicant uses its said mark **AIRFRAME BUSINESS SOFTWARE, INC.** as a tradename.

34. The Applicant uses its said mark **AIRFRAME BUSINESS SOFTWARE, INC.** as a commercial name.

35. Said application was obtained *fraudulently* in that the formal application papers filed by Applicant contained false specimens of use. Said specimens of use submitted with Applicant's application do not accurately represent Applicant's actual use of its mark, and were submitted with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration.

36. Upon information and belief, said statement of use of the mark **AIRFRAME** on the goods in question, was made by an authorized agent of Applicant with the knowledge and belief that said statements was false. Said false statements were made with the intent to induce authorized agents of the U.S. Patent and Trademark Office to grant said registration.

37. Applicant admits that its mark **AIRFRAME** was not applied for according to its correct type, as shown in its said application.

38. Upon information and belief, Applicant's Intent to Use application was signed with the knowledge that another party had a right to use the mark in commerce on the same or similar goods.

39. Concurrent use of the mark **AIRFRAME** by the Applicant and *AIRFRAME* by the Opposer may result in irreparable damage to Opposer's Marketing and/or Trademark Licensing Program, reputation and goodwill.

40. If the Applicant is permitted to obtain a registration of the mark **AIRFRAME**, a cloud will be placed on Opposer's title in and to its trademark, *AIRFRAME*, and on its right to enjoy the free and exclusive use thereof in connection with the sale of its goods and/or goods, and on its Trademark Licensing Program, all to the great injury of the Opposer.

41. Upon information and belief, Applicant's use application was signed with the knowledge that another party had a right to use the mark in commerce.

42. The Applicant had no valid intent to use its mark in commerce.

43. The Applicant has filed for trademark Application SN: 78-319,600 for the solo word mark *AIRFRAME*, alleging a first use date of 2000.

(a) Applicant's alleged first use date of 2000 in its application 78-319,600 represents a fraud on the PTO in that the said Applicant was not even in business as of the alleged first use date of Application SN 78-319,600 for the mark AIR FRAME See attached true and correct copies of Applicant's web sights and press releases attached hereto and made a part here of.

43(a). Applicant has unclean hands as a result of its unlawful conduct to obtain Appli-
cation SN 78-319,600 for the mark AIR FRAM and thus Applicant should be denied registra-
tion of Application SN 78-233,204.

44. The registration to Applicant of the mark **AIRFRAME** shown in the aforesaid application is likely to and will result in financial and other injury and damage to the Opposer in its business and in its enjoyment of its established rights in and to its said mark *AIRFRAME*.

WHEREFORE, Opposer prays that the said Application for the trademark **AIR-
FRAME** be denied, that no registration be issued thereon to Applicant, and that this Notice of Opposition be sustained in favor of the Opposer and that Opposer is entitled to judgment.

Opposer hereby gives notice under Rule of Practice that after hearing and in any appeal on this opposition proceeding, it will rely on its family of famous *AIRFRAME* registrations incorporated herein by reference as if fully copied and attached and all of the goods listed and covered thereunder, in support of this Notice of Opposition.

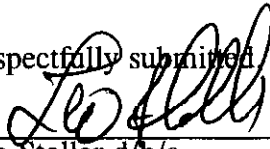
The Opposer prays for such other and further relief as may be deemed by the Director of Patents and Trademarks to be just and proper.

\$300.00

Fee

Respectfully submitted

enclosed.



Leo Stoller d/b/a
CENTRAL MFG. Opposer
Trademark & Licensing Dept.
P.O. Box 35189
Chicago, Illinois 60707-0189
773 283-3880 FAX 708 453-0083

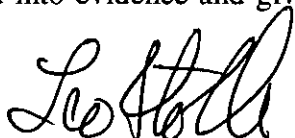
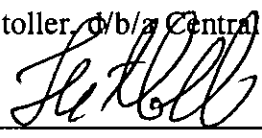
Date: April 13, 2004

DECLARATION

The undersigned, Leo Stoller, declares: that he the sole owner of Leo Stoller d/b/a Central Mfg and President, its closely held related company, CENTRAL MFG. CO., both established, founded and operated by Leo Stoller as such, is authorized to execute this document on its behalf, that all statements made of his own knowledge are true and all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

The Opposer submits true and correct of the Registrations of its AIRFRAME marks, which the Opposer, Leo Stoller owns by assignment from CENTRAL MFG. CO., Registration Nos: 2,137,218, 2,128,940, 2,138,609, 2,137,059 and 2,138,806. Notice of Reliance is hereby given that these registrations (1 each) are offered into evidence and given in support of Opposer's Notice of Opposition.

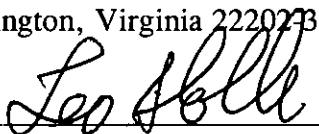
Dated: April 13, 2004

By: 
Leo Stoller, d/b/a Central Mfg.
By: 
Leo Stoller, President
CENTRAL MFG. CO.

Certificate of Express Mailing

I hereby certify that the foregoing document is being sent by
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Box TTAB/FEE
Assistant Commissioner of Patents and Trademarks,
2900 Crystal Drive,
Arlington, Virginia 22202-3513


Leo Stoller

April 13, 2004

D:\MARKS32\AIRFRAME.OPP

Int. Cl.: 25

Prior U.S. Cls.: 22 and 39

Reg. No. 2,137,218

United States Patent and Trademark Office

Registered Feb. 17, 1998

**TRADEMARK
PRINCIPAL REGISTER**

AIR FRAME

S INDUSTRIES, INC. (DELAWARE CORPORATION)
P O BOX 417-120
CHICAGO, IL 606417120

FOR: ATHLETIC SHOES; CLOTH BABY BIBS; BANDANNAS; BASEBALL CAPS; BASEBALL SHIRTS; BLOUSES; BABY BUNTINGS; CAPS; CASUAL PANTS; CASUAL SHOES; CHILDREN'S WEAR, NAMELY, PANTS, SHIRTS, PAJAMAS, STOCKINGS, UNDERWEAR, HATS, SHOES; COLLARS COVERALLS; DRESS SHIRTS; DRESSES; GARTER BELTS; GLOVES; GOLF SHIRTS; GYM SHIRTS; HATS; HOSIERY; JACKETS; JEANS; JUMPERS; KNIT SHIRTS; LEG WARMERS; LINGERIE; MITTENS; NECKTIES; NEGLEGES; PAINTER'S CAPS; PAJAMAS; PARKAS; POLO-TYPE SHIRTS; PONCHOS; ROBES; RUNNING SHOES; RUNNING SHORTS; SCARVES;

SHIRTS; SHAWLS; SHOES; SHORTS; SKI JACKETS; SKIRTS; SLACKS; SLEEPWEAR; SLIPS; NON-PROTECTIVE SNOWMOBILE SUITS; SOCKS; SPORT SHOES; SUNSUITS; SUN VISORS; SUSPENDERS; SWEATBANDS; SWEAT PANTS; SWEAT SHIRTS; SWEAT SHORTS; SWEATERS; SWIMWEAR; SWIMSUITS; T-SHIRTS; TANK TOPS; TENNIS SHIRTS; TIES; TIGHTS; TRACKSUITS; UNDERWEAR; VESTS; WALKING SHORTS; WIND RESISTANT JACKETS; WORKPANTS; WRIST BANDS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 1-0-1988; IN COMMERCE 1-0-1988.

SER. NO. 75-242,656, FILED 2-18-1997.

KIM SAITO, EXAMINING ATTORNEY

Int. Cl.: 12

Prior U.S. Cls.: 19, 21, 23, 31, 35 and 44

United States Patent and Trademark Office

Reg. No. 2,128,940

Registered Jan. 13, 1998

**TRADEMARK
PRINCIPAL REGISTER**

AIR FRAME

S INDUSTRIES, INC. (DELAWARE CORPORATION)
P O BOX 417-120
CHICAGO, IL 606417120

FIRST USE 1-0-1988; IN COMMERCE
1-0-1988.

FOR: MOTORCYCLES, BICYCLES, BOATS,
TIRES, IN CLASS 12 (U.S. CLS. 19, 21, 23, 31, 35
AND 44).

SER. NO. 75-228,505, FILED 1-21-1997.

KIM SAITO, EXAMINING ATTORNEY

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36 and 38

United States Patent and Trademark Office

Reg. No. 2,138,609

Registered Feb. 24, 1998

**TRADEMARK
PRINCIPAL REGISTER**

AIR FRAME

S INDUSTRIES, INC. (DELAWARE CORPORATION)
P O BOX 35189
CHICAGO, IL 607070189

FOR: AUDIO CASSETTES, AUDIO TAPES, AUDIO DISCS, AND PHONOGRAPH RECORDS ALL FEATURING SCIENCE FICTION MATTER; VIDEO DISCS, MOTION PICTURE FILMS, AND PRERECORDED VIDEOTAPES, ALL FEATURING ANIMATED WORKS ABOUT SCIENCE FICTION MATTER; BINOCULARS, CALCULATORS; BLANK AUDIO CASSETTES; BLANK VIDEO CASSETTES; AIR TANKS FOR USE IN SCUBA DIVING; ELECTRIC IRONS; ELECTRONIC FLYING INSECT LIGHT TRAPS, ELECTRONIC GARAGE DOOR LOCKS; EYEGLASSES AND SUNGLASSES

AND FRAMES THERE FOR; CASES FOR EYEGLASSES AND SUNGLASSES; LIFE JACKETS; LIFE BELTS; LIFE NETS; DECORATIVE REFRIGERATOR MAGNETS; SLIDE PROJECTORS; PHOTOGRAPHIC SLIDE TRANSPARENCIES; PHOTOGRAPHIC VIDEO CAMERAS AND LENSES THERE FOR; RADIOS; SAFETY GOGGLES; TELEPHONES; TELESCOPES; ELECTRONIC CALENDARS, NAMELY, HAND-HELD PERSONAL ELECTRONIC DEVICES FOR SCHEDULING APPOINTMENTS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-0-1988; IN COMMERCE 1-0-1988.

SER. NO. 75-228,497, FILED 1-21-1997.

KIM SAITO, EXAMINING ATTORNEY

Int. Cl.: 41

Prior U.S. Cls.: 100, 101 and 107

Reg. No. 2,137,059

United States Patent and Trademark Office

Registered Feb. 17, 1998

**SERVICE MARK
PRINCIPAL REGISTER**

AIR FRAME

S INDUSTRIES, INC. (DELAWARE CORPORATION)
P O BOX 35189
CHICAGO, IL 607070189

FOR: SERIES OF TELEVISION AND RADIO PROGRAMS ABOUT SCIENCE FICTION; MUSICAL ENTERTAINMENT SERVICES IN THE NATURE OF LIVE PERFORMANCES BY A VOCAL GROUP; ARCADE SERVICE FOR VIDEO AMUSEMENT GAMES; ORGANIZING AND CONDUCTING SPORTING EVENTS FOR TENNIS AND GOLF; AMUSEMENT PARK

SERVICES IN THE NATURE OF CHILDREN'S BOUNCING RIDE; CONDUCTING AEROBATIC COMPETITIONS; EDUCATIONAL SERVICES, NAMELY, PROVIDING WORKSHOPS, LECTURES, COURSES AND GROUP INSTRUCTION IN TRADEMARK LICENSING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 1-0-1988; IN COMMERCE 1-0-1988.

SER. NO. 75-230,338, FILED 1-23-1997.

KIM SAITO, EXAMINING ATTORNEY

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

United States Patent and Trademark Office

Reg. No. 2,138,806

Registered Feb. 24, 1998

**TRADEMARK
PRINCIPAL REGISTER**

AIR FRAME

S INDUSTRIES, INC. (DELAWARE CORPORATION)
P O BOX 417-120
CHICAGO, IL 606417120

FOR: TOYS AND SPORTING GOODS, NAMELY, TENNIS RACKETS, GOLF CLUBS, TENNIS BALLS, BASKETBALLS, BASEBALLS, SOCCER BALLS, GOLF BALLS, CROSS BOWS, TENNIS RACKET STRINGS AND BADMINTON SHUTTLECOCKS, TOY AIRPLANES, HOBBY CRAFT KITS FOR BUILDING TOY AIRPLANES, TOY BUILDING STRUCTURES, AND TOY BICYCLES NOT INTENDED FOR

RIDING, POOL CUES, POOL TABLES, DARTS, BILLIARD BALLS, BILLIARD CUE CASES, BILLIARD CUE RACKS, BILLIARD GLOVES, FISHING RODS, HOCKEY STICKS, HOCKEY PUCKS, PING PONG PADDLES, PING PONG BALLS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 1-0-1988; IN COMMERCE 1-0-1988.

SER. NO. 75-242,655, FILED 2-18-1997.

KIM SAITO, EXAMINING ATTORNEY

AIR FRAME

LICENSING AIR FRAME BRAND PRODUCTS & SERVICES SINCE 1985

P.O. Box 35189, Chicago, IL 60707-0189

VOICE 773/283-3880 * FAX 708/453-0083 * WEB PAGE: www.rentamark.com

January 13, 2004
PRESIDENT
AIRFRAME BUSINESS SOFTWARE, INC.
800 Southwood Blvd., Suite 105
Incline Village, Nevada 89451

Dear President:

Re: **INFRINGEMENT OF THE "AIR FRAME" TRADEMARK REGISTRATION**

Please be advised that we are the owner of all right, title and interest in and to the mark *AIR FRAME*. These AIR FRAME mark(s) are registered with the United States Patent and Trademark Office in numerous classes of goods and services. We are also the exclusive worldwide Licensor of the mark *AIR FRAME* as contained in the Who's Who in the Licensing Industry.

<u>TRADEMARK:</u>	<u>REG. NO:</u>
AIR FRAME	2,138,806
AIR FRAME	2,138,609
AIR FRAME	2,128,940
AIR FRAME	2,137,218
AIR FRAME	2,137,059

We have just learned that your company is using the *AIR FRAME* mark as a corporate name, trademark, tradename, domain name, and/or service mark. It is our opinion that the unauthorized use of our well-known *AIR FRAME* mark constitutes an infringement of our common law rights in and to the mark *AIR FRAME* and/or our registered trademarks, if not actual counterfeiting. If your mark were ever to publish for opposition we will oppose it and/or file a petition to cancel it.

In arguendo, if the said products or services are different, both federal and state laws protect the owner of a famous and distinctive trademark from "dilution" of its mark. The FTDA provides, in pertinent part, that

the owner of a famous mark shall be entitled, subject to the principles of equity and upon such terms as the court deems reasonable, to an injunction against another person's commercial use in commerce of a mark or trade name, if such use begins after the mark has become famous and causes dilution of the distinctive quality of the mark.

15 U.S.C. §1125(c)(1). The FTDA defines "dilution" to mean:

the lessening of the capacity of a well known mark to identify and distinguish goods or services,

- (1) competition between the owner of the famous mark and other parties, or
- (2) likelihood of confusion, mistake, or deception.

15 U.S.C. §1127:

likelihood of injury to business reputation of dilution of the distinctive quality of a mark or trade name shall be a ground for injunctive relief in cases of infringement of a mark registered or not registered or in cases of unfair competition, notwithstanding the absence of competition between the parties or the absence of confusion as to the source of goods or services.

N.Y. Gen. Bus. Law §360-/(McKinney Supp. 1999) (emphasis added) (formerly §368-d).

The type of dilution pertinent to the present case is "blurring," a process that may occur "where the defendant uses or modifies the Plaintiff's trademark to identify the defendant's goods or services, raising the possibility that the mark will lose its ability to serve as a unique identifier of the plaintiff's product." *Hornell*, 73 F. 3d at 506 (quoting *Deere & Co. v. MTD Products, Inc.*, 41 F. 3d 39, 43 (2d Cir. 1994) (emphases in original)). "Injury to the mark selling power need not involve any confusion as to source or sponsorship. The legislative history of §368-d underscores this understanding by giving examples of hypothetical violations: DuPont shoes, Buick aspirin tablets, Schiltz varnish, Kodak pianos, Bulova gowns, and so forth." *Hornell*, 73 F. 3d at 506 (quoting 1954 N.Y. Legis. Ann. 49-50).

In sum, in order to prevail on a dilution claim we are not required to prove likelihood of confusion. Trademark dilution statutes are designed to:

cover those situations where the public knows that the defendant is not connected to or sponsored by the Plaintiff, but the ability of the Plaintiff's mark to serve as a unique identifier of the Plaintiff's goods or services is weakened because the relevant public now also associates that designation with a new and different source... Thus, where the classic likelihood of confusion test leaves off, the dilution theory begins.

We will be substantially and irreparably damaged should this infringement and counterfeiting continue. We, therefore, request that AIRFRAME BUSINESS SOFTWARE, INC. immediately cease and desist from the use of AIR FRAME BUSINESS SOFTWARE, INC. as a corporate name and/or trademark. In order to mitigate further damages, the following actions on your part are required:

- immediate discontinuance of all use of the subject trademark;
- turning over to us all materials in your possession which bear the subject trademark;

and

- an accounting of all sales made to date of the bearing of such mark

Please understand that should you not immediately take the above actions and should litigation become necessary, we will also demand:

- an award of damages for all lost sales and profits; and
- an award of attorneys' fees

We strongly recommend that you present this letter to your attorney and have him or yourselves call us as soon as possible on or by February 10, 2004, to resolve this matter amicably.

If we do not hear from you by that time, we will presume that you do not intend to voluntarily take the necessary actions outlined above.

We await your response.

Most cordially,

Leo Stoller
AIR FRAME
P O Box 35189
Chicago, IL 60707
Tel: 773/283-3880
FAX: 708/453-0083

enclosures



UNITED STATES PATENT AND TRADEMARK OFFICE

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Trademark Electronic Search System(Tess)

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PTO HOME	TRADEMARK	TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	BOTTOM	HELP	PREV LIST	CURR LIST	NEXT LIST
FIRST DOC	PREV DOC	NEXT DOC	LAST DOC								

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Check Status

(TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark	AIRFRAME
Goods and Services	IC 009. US 021 023 026 036 038. G & S: web-based business automation software. FIRST USE: 20000000. FIRST USE IN COMMERCE: 20000000
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	78319600
Filing Date	October 28, 2003
Current Filing Basis	1A;1B
Original Filing Basis	1A;1B
Owner	(APPLICANT) Airframe Business Software CORPORATION DELAWARE 800 Southwood Blvd.Suite 105 Incline Village NEVADA 89451
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Serial Number: 78319600

Registration Number: (NOT AVAILABLE)

Mark (words only): AIRFRAME

Standard Character claim: No

Current Status: Newly filed application, not yet assigned to an examining attorney.

Date of Status: 2003-11-13

Filing Date: 2003-10-28

Transformed into a National Application: No

Registration Date: (DATE NOT AVAILABLE)

Register: Principal

Law Office Assigned: LAW OFFICE 102

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 042 -NEW APPLICATION PROCESSING

Date In Location: 2003-11-13

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Airframe Business Software

Address:

Airframe Business Software
800 Southwood Blvd.Suite 105
Incline Village, NV 89451
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Delaware

Phone Number: 7758329114

Fax Number: 7758329115

GOODS AND/OR SERVICES

web-based business automation software

International Class: 009

First Use Date: 2000-00-00

First Use in Commerce Date: 2000-00-00

Basis: 1(a)

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

2003-11-24 - TEAS Preliminary Amendment Received

2003-11-21 - New Application Entered In Tram

CONTACT INFORMATION

Correspondent (Owner)

Airframe Business Software
800 Southwood Blvd.Suite 105
Incline Village, NV 89451

Phone Number: 7758329114

Fax Number: 7758329115

The 1999 LIMA Licensing Resource Directory



*The premiere
Source for
the World
of Licensing*



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THE 1999 LIMA Licensing Resource Directory

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Every effort has been made to ensure that The 1999 LIMA Licensing Resource Directory provides dependable, accurate information. However, the publisher does not warrant that the data herein is completely free of errors and cannot be held responsible for oversights or omissions. In addition, the contents reflect data received by the publisher as of the book's closing date of March 15, 1999; any information received after that date would not be reflected in this edition.

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WELCOME LETTER FROM THE EXECUTIVE DIRECTOR



Your licensing reference for the new millenium.

With this, the fifth edition of The LIMA Licensing Resource Directory, the Licensing Industry Merchandisers' Association takes a giant step forward in anticipation of the challenges and opportunities of Year 2000. Welcome!

The Directory – the most comprehensive and accurate reference published for the licensing industry – is for LIMA a practical endeavor as well as a symbolic one. If you wish to reference properties, agencies, manufacturers or support organizations, for example, the information is literally in your hands. Detailed listings and indexes by company, contact, category and product will help you find what you need with a minimum of time and effort.

At the same time, the Directory is a very tangible piece of evidence that LIMA is moving into the new millennium organized, energized and prepared to offer the industry more and better services than ever. We've doubled our staff and are continuously increasing our services to the industry. If you're not already one of LIMA's 800 members worldwide, please consider joining us.

If your name is not on the current LIMA roster, or even if it is – I hope you will read the message on page XIII from our President Brian P. Hakan to learn more about what we do. Please contact our offices or visit our Web site – www.licensing.org – for more information and a membership application.

There's never been a better time to be in the licensing industry or a member of LIMA! Don't be left behind.

Sincerely,

Charles M. Riotto
Executive Director



1 9 9 9

LISTING OF LICENSOR / AGENT FIRMS

Starlog Group

475 Park Avenue South
New York, NY 10016
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Properties: Fangoria, Starlog Magazine



Stealth Sentra Terminator & Dark Star Licensing

dba Rent-A Mark
P.O. Box 35189
Chicago, IL 60707-0189
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Website: www.b45dir.com/rentamark
Leo Stoller

Properties: 24 Karat, Aerospace, Airframe, Ambush, Annihilator, Aquilla, Battlefield Medicine, Blitzkrieg, Checkmate, Chestnut, Collider, CreativeTravel, Dark Star, Eliminator, Fable, Fire Power, Footnote, GameTime, Havoc, Hypersonic, Intruder, Liquid Cool, Love Your Body, Merchant Of Venice, Night Stalker, Phalanx, Renaissance, Sentra, Sexual Chemistry, Star Lite, Stealth, Stradivarius, Street Smart, Terminator, The Limits of Endurance, Tirade, Torrent, Trail Side, Tree House, Triana, Trident, Trillium, Turbojet, Velocity, White Line Fever

Stephen Lawrence Company Licensing Corporation

35 State Street
Carlstadt, NJ 07072
Tel: (201) 807-0500; Fax: (201) 896-3824
Lynda Coyle

Properties: Stephen Lawrence Designs

Sterling Licensing Ltd.

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Town Lane
Woodburn Green, BK HP100PH
United Kingdom
Tel: 441628529389; Fax: 441628529632
Carolyn Froud

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233 Park Avenue S., 5th Floor
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Ed Konick

Properties: "16", "Baseball Illustrated", "Black Beat", "Daytime TV", "Intimacy", "Jive", "Metal Edge", "Metal Maniacs", "Pro Basketball Illustrated", "Right On!", "Sisters In Style", Modern Screen's Country Music

Stone America Marketing (Agent)

One Meadowlands Plaza
Rutherford, NJ 07073
Tel: (201) 507-9431; Fax: (201) 507-0090
Robert Stone, President; Liza Greenwald, Vice President; Jaime Lichler, Account Coordinator

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Stonefield Josephson

1620 26th Street, Suite 400 South
Providence, CA 90404-4002
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Larry Jacobs



Stroke's Club, Inc.

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Craig Whitney

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David Strole

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E-mail: stuchikara@aol.com
Website: www.studiochikara.net
Robert Conte; Sandra Lane

Properties: Barry Levine, Chip Rock Dayton, Lydia Criss Collection [C], The Barbi Twins



WHY OBTAIN A *AIRFRAME*® LICENSE...

Americans are brand conscious. More than 95 percent of all products sold in America are branded goods and more than \$120 billion is spent in advertising to create and maintain brand images for those products. The reason: Consumers' buying habits are tied to how they think and feel about a brand.

In today's competitive marketplace, the licensing of brand names for new products - essentially, borrowing an established brand name in order to sell more product - has become increasingly prevalent. Sales of licensed products in the U.S. now total more than \$151 billion a year and over 40% of all goods sold are licensed products.

The reasons are simple. Building a brand image for a new product is extremely costly. And there's no guarantee that an expensive brand image campaign will work. Licensing your products and services under an established trademark brings instant recognition and acceptance with your customers. Licensing endows your products and services with the power of the images carried by the brand name trademark, giving you the opportunity to:

- * Introduce products more easily and enter the market from a position of strength.
- * Achieve instant customer awareness and help increase market share without risking large marketing expenditures.
- * Create instant enthusiasm and interest among your customers.
- * Sell a greater volume of products or services due to your customers' increased interest.
- * Sell your products or services for a greater profit margin.
- * Avoid trademark litigation.

Licensing an established trademark for your products or services just makes good business sense. The enormous power of *AIRFRAME*® trademarks can mean instant buyer appeal for your products and services. As a *AIRFRAME*® licensee, you are part of a team company already marketing their products and services using *AIRFRAME*® trademarks. Their success is proof of what a *AIRFRAME*® license can do for you.

AIRFRAME® LICENSING PROGRAM

Licensee Requirements

As a prerequisite for becoming a *AIRFRAME®* licensee, a distributor, manufacturer or service company should consider the following requirements:

PRODUCT OR SERVICE CATEGORY:

An appropriate product category that would utilize and compliment the *AIRFRAME®* image.

MARKETING:

A proven track record of marketing.

RESOURCES:

Adequate resources - production, financial and manpower to undertake such an expanded program.

STYLING AND QUALITY:

Ability to ensure good styling and consistent quality products or services.

PRODUCTION:

Efficient manufacturing and/or sourcing to ensure on-time delivery of value packed products.

OBJECTIVES:

Long-term objectives of continued growth in sales and profits.

To an increasing extent, all types of buyers, including buyers for mass market retail outlets, are demanding brand names with image. Their customers want established brand names as a guarantee of quality, value and good styling. More and more manufacturers are being encouraged to provide brand names in order to maintain and expand their market position. Some companies who already have one or more brand names are seeking additional identification programs due to their demonstrated success with branded goods and services. Others, who have no brands or the wrong brands, need a brand to survive.

For companies that qualify, the *AIRFRAME®* brand could be the answer.

AIRFRAME® LICENSING PROGRAM

See Rentamark famous brands available for licensing at
www.rentamark.com

The nature of the major terms of the License Agreement are indicated hereunder.

ROYALTY RATE:

Royalty rates are a negotiable percent of the sale price charged by Licensee for each licensed product and/or service sold.

TERM OF AGREEMENT:

Basic life of agreement coordinated with requirements of product development; usually three or more contract years, with the first contract year being long enough to allow "start-up" time.

MINIMUM SALES:

Minimum sales target projections mutually determined.

MINIMUM ROYALTIES:

Annual guaranteed minimum royalty realistically assessed.

ADVANCE PAYMENT:

A reasonable portion of the Minimum Royalties (not an additional fee).

RENEWALS:

Renewal terms based on performance to capitalize upon success of the program.

LICENSING *AIRFRAME*® ENABLES YOU TO

- * DIFFERENTIATE AMONG PARTY PRODUCTS**
- * ENJOY EASIER TRADE ACCEPTANCE**
- * JUSTIFY A PREMIUM PRICE POINT**
- * GENERATE QUICK CONSUMER TRIAL**
- * ACHIEVE SIGNIFICANT MARKET SHARE QUICKLY**
- * AVOID TRADEMARK LITIGATION**

***STEALTH*®, *SENTRA*®, *TERMINATOR*®,
AIRFRAME® & *DARK STAR*®**

D/B/A

RENTAMARK.COM

P. O. Box 35189

Chicago, IL 60707-5189

Phone: (773) 283-3880 Fax: (708) 453-0083

Email: info@rentamark.com

**See our list of other famous brands available for
licensing at www.rentamark.com**

Contact us about representing and licensing your brand

PROTECT YOUR COMPANY'S ASSETS WITH A RENTAMARK® BRAND TRADEMARK LICENSE

Pick the wrong name for your new product or service and you stand to LOSE BIG TIME! That's what lots of companies learn when they find themselves on the wrong side of a trademark infringement action. Over \$2 billion was spent last year in litigation and legal expenses due to **misuse of trademarks**. And it's not only the Fortune 500 firms who get hurt. It's the small to mid-size companies with little experience in trademark law, who often don't find out until an attorney sends a warning letter to "cease and desist" or you get served with a Federal Trademark infringement lawsuit.

Any company can pay hundreds of thousands of dollars in legal expenses fighting an infringement suit with no guarantee of success. If you lose, you'll not only have to rename your product, reprint all the sales literature, and redo the advertising, you'll also **suffer a major loss** of credibility with your customers and possibly owe treble damages to the winner and attorneys' fees. For many, the enormous legal expenses of defending a trademark dispute can literally mean the END OF YOUR BUSINESS.

Now you can protect your business with a **RENTAMARK®** famous brand trademark license agreement. Merely choose a **RENTAMARK®** brand famous trademark for use on your product or service and allow **RENTAMARK®** to police and protect the trademark.

Some of our famous brand names include, but are not limited to:

SENTRA®

STEALTH®

DARK STAR®

TERMINATOR®

AIRFRAME®

FIRE POWER®

NIGHT STALKER®

STRADIVARIUS®

TRILLIUM®

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August 19, 2003 04:31 PM US Eastern Timezone

Former Octane Executives Launch Airframe Business Software, Offering Enterprise Software at Small Business Prices

INCLINE VILLAGE, Nev.--(BUSINESS WIRE)--Aug. 19, 2003--

Office Automation, Information Management & Reporting in a Comprehensive, Net-Native Hosted Suite

Gryphon Labs, the leading next-generation software research and development facility, today announced the launch of Airframe Business Software(tm), a new company offering comprehensive mission-critical business infrastructure software online. Airframe's technology will be available on a subscription basis, delivering a low-cost alternative to complicated business infrastructure software, eliminating the need for separate sales force automation, multi-department help desk, IT management, asset management, human resources and relationship management point solutions.

The company is led by highly-experienced enterprise software executives from Octane Software, E.piphany, Scopus Technology, Remedy, Oracle, Micromuse and Intuit. Enterprise software visionary Robert Gryphon, founder of Octane Software and Gryphon Labs, serves as chairman and chief technology officer of Airframe. Bob Witty, whose experience includes senior executive roles at Net6, Micromuse, E.piphany, Octane Software, Remedy and Oracle, has been named chief executive officer and vice president of sales. Kira Makagon, Octane Software founder and former Siebel vice president of product development, serves as a board member and key advisor.

Airframe 2003 Application Suites

Airframe 2003(tm) will be generally available within the next 30 days through the company's Web site at www.myairframe.com. Airframe 2003(tm) will offer the broadest range of business application functionality of its price range. Consisting of three application suites, Airframe 2003(tm) is designed to automate common business functions and manage operational information and reporting needs across up to 20 departments or functional areas within the small-to-mid-size business (SMB).

The CRM Suite will serve the needs of sales, customer service, marketing, employee, vendor and partner relationship management, R&D, training and professional services. The Employee Services Suite will address the HR, corporate legal, business travel, insurance, company library and security functions. The Site Services Suite will manage information technology, asset tracking, facilities, mail room, property management, and the company's vehicle pool.

Features in each suite will include: help desk, document management, e-mail management, contact management, time and expense management, workflow and scheduling. The suites will work together for cross-functional coordination, but will be made available individually or as a company-wide package, at very aggressive subscription-based pricing.

Airframe 2003 is the second world-class project invented and originally developed at Gryphon Labs, following 2002's successful Dexterra, Inc. (www.dexterra.com) launch. Airframe Business Software is a completely independent company with full ownership of the Airframe applications and technology.

"Airframe will enable companies to focus their attention on revenue-generating activities because it will make the operational departments much more efficient," said CEO Witty. "But enhancing the productivity of just one or two departments isn't enough. The market is crying out for a 'shrink-wrapped' solution for the organization as a whole that's affordable and easy to use, and users are growing increasingly frustrated with current solutions. Airframe's suite-based approach will transcend the problems with point solutions that deliver only sales, help desk or HR features as one-offs. As a Net-Native ASP-hosted product, internal IT costs will be almost nonexistent, resulting in a low-cost, out-of-box alternative that will take the market by storm."

"Airframe is enterprise software for the rest of us, bridging the gap between the short-term homegrown solutions that seem to cling to life for years, and prohibitively expensive enterprise software packages," said Gryphon. "When establishing its mission-critical software systems, small businesses start with an accounting system and add a document composition toolset, but they immediately take these solutions past their limits by developing in-house applications for asset tracking, help desk management, sales force automation, HR and many other tasks. Businesses need support for these functions and more, but their options are limited. Enterprise software alternatives are far too costly to seriously consider, and very complex to

implement. Airframe offers small businesses enterprise software they can afford and easily manage."

"Point solutions abound for small-to-medium sized businesses and mid-market enterprises," said Katherine Jones, managing director of enterprise applications at Aberdeen Group. "Many are in fact only partial solutions; that is, they solve part of a business problem, but not the entire problem. Software vendors able to offer more complete business application environments now will enjoy an advantage as many point providers scramble to grow their application portfolio or build more integration and extensibility into their products."

Addressing the company's name, Gryphon explained, "An 'airframe' is the infrastructure of an airplane or rocket, and Airframe Business Software automates core operational processes that enable our customers to raise their businesses to the next level."

Airframe Management Team

Robert Gryphon (www.robertgryphon.com) has 17 years of experience in enterprise application design, development and management. In 1997, he founded Octane Software, which was sold to E.piphany (NASDAQ:EPNY) in August 2000 for \$3.2 billion in stock. Gryphon has a bachelor's degree in computer science, a Master of Business Administration degree and a Master of Science degree in information systems from Hawaii Pacific University. He has published more than 90 articles and a book on database development.

Bob Witty has held sales leadership positions at Net6, E.piphany, Octane Software, Micromuse, Remedy Corporation and Oracle. Before co-founding Airframe, Bob was vice president of worldwide sales for Net6, a leader in mobility applications and voice over IP. Prior to Net6, Bob was senior vice president of sales for E.piphany after the Octane acquisition. At Micromuse, Inc., Bob served as vice president of channel sales, where he created and sustained global sales channels for the company's software products and oversaw relationships with more than 90 sales partners. Bob has a bachelor's degree in business administration from San Jose State University and an M.B.A. from San Francisco State University.

For more details on Airframe's management team, board of directors and industry expert advisors, visit www.myairframe.com/pages/airframe_team.htm.

About Airframe

Airframe(TM) Business Software was launched in August 2003 by Octane Software founder Robert Gryphon to address the growing business application outsourcing market. The company is developing a cost-effective alternative to complex, expensive business software. The company's product, Airframe 2003(TM), will offer information management & reporting applications for over 20 corporate operational departments and functions, including customer service, sales force automation, marketing, information technology, human resources and employee and partner relationship applications. By automating and managing essential business functions, Airframe 2003 will help companies focus their energy on growing the business. For more information on Airframe Business Software and the Airframe 2003 product--available soon--visit www.myairframe.com.

Contacts

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Liz Erk or Todd Van Hoosear, 781-388-7900
lerk@topazpartners.com
or
Gryphon Labs
Jennifer Lucia, 323-466-3393
PR@gryphonlabs.com

Company Information Center



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*An airframe is the structure of a rocket.
Airframe™ is structure for your business.*

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Airframe Business Software Announces Board Of Advisors, Secures \$750,000 In Angel Funding

Incline Village, Nev. – August 26, 2003 –Airframe Business Software™, a newly-launched provider of comprehensive mission-critical business infrastructure software online, today announced its board of advisors, which includes a number of top technology industry executives. Following the formation of the team, over three quarters of a million dollars in angel funding was secured.

Airframe, which was formally launched last week, evolved from Gryphon Labs, a leading next-generation software research and development facility. The company's technology will offer small businesses a low-cost alternative to complicated business infrastructure software, eliminating the need for separate sales force automation, multi-department help desk, IT management, asset management, human resources and relationship management point solutions.

Airframe's board includes company chairman and chief technology officer Robert Gryphon, chief executive officer Bob Witty and board member and senior advisor Kira Makagon.

Other members of the advisory board include:

- Atam Lalchandani, who has served as CEO of a venture-backed software company Objectivity and as an advisory

board member with Juniper Networks, AtHome Corp., Cerent, Equinix, and StratumOne at their early-stage of development. Prior to these early stage technology companies, Atam had been the Chief Financial/Administrative Officer for National Advanced Systems and Oracle's U.S. Operations.

-Brett Morrison, is the founder of ememories.com, a digital imaging company. Morrison, who is credited with developing complex software systems for Fortune 500 businesses worldwide, has held executive positions with several leading software companies, including Scopus Technology (now part of Siebel Systems). Mr. Morrison has also produced two feature films in Hollywood and his Internet development company is currently managing all of the e-commerce business for clothing company Von Dutch Originals.

-Peter Gladstein has extensive experience in customer and technical support. Over the course of his career, Gladstein has held VP positions with Tandem Computers, Apple and Expertedge. In the last few years, Gladstein was the VP of Customer Support and Services at Blue Pumpkin Software, making him responsible for all aspects of customer support and services, including technical help desk support, support planning, customer care, training and professional services. In this role, Gladstein was a key player in building Blue Pumpkin Software from its early stages to the success it is today.

- Robert Preger was a member of Oracle's original management team, having brought the company to market and was directly responsible for its unprecedented growth in the early years. Following his success at Oracle, Preger has been an independent investor instrumental in the development of several small companies in Northern California.

"Airframe is breaking new ground in the delivery of infrastructure solutions to small businesses, and we set out to assemble a team of advisors that could help us achieve this vision," said Witty. "These board members provide the experience and perspective Airframe needs as we take on the challenge of bringing the first comprehensive suite of mission-critical business infrastructure software to small business online."

About Airframe

Airframe™ Business Software was launched in August 2003 by Octane Software founder Robert Gryphon to address the growing business application outsourcing market. The company is developing a cost-effective alternative to complex, expensive business software. The company's product, Airframe 2003™, will offer information management & reporting applications for over 20 corporate operational departments and functions, including customer service, sales force automation, marketing, information technology, human resources and employee and partner relationship applications. By automating and managing essential business functions, Airframe 2003 will help companies focus their energy on growing the business. For more information on Airframe Business Software and the Airframe 2003 product—available soon—visit www.myairframe.com.

###

For more information:

Liz Erk
781-388-7900
pr@myairframe.com

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30 DAY FREE TRIAL
TERMS AND CONDITIONS**

INTRODUCTION

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Kris Bourne, CEO, Digital Forest

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What's New

1. [Sprint, Airframe Help Mobile CRM Take Off - SearchMobileComputing.com](#)
2. [Airframe Teams up with Sprint, Enabling Small to Medium Businesses to "Go Mobile"](#)
3. [Airframe Business Software Announces General Availability](#)

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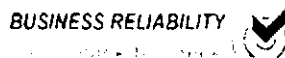
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Choose the Airframe™ application that solves your biggest problem right now.

When you've got a crisis, it's all you can think about. You need to find the easiest and quickest solution to the problem that's costing you time and money. Every organization goes through several different types of crisis during its lifecycle. Some of these can be prevented, and the rest need to be managed.

At Airframe™, it's our goal to help you prevent a situation from escalating to a crisis, and to help you manage a crisis

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that's unavoidable, or that slips through the cracks. A typical crisis can be caused by one of these factors:

- Confusion about responsibilities: no one is working on a problem until it becomes serious enough to notice
- Lack of established procedures: projects are not completed on time, and troubleshooting takes too long
- Inability to provide information quickly: the solution to a problem isn't available and needs to be invented at the last minute

As an example, an employee bursts into your office and tells you several shared laptops are missing. Does anyone have them signed out? Did an IT person pick them up for an upgrade? Were they stolen? If you track responsibility and scheduling in Airframe™ Express, you can investigate quickly.

What if you need a key employee to work on a project plan over the weekend? He can't be in the office because he has to watch the kids. With Airframe™, your records and documents are available securely on the Internet, and accessible wherever your employees may be.

Or, you come in on Monday morning and your biggest customer is upset. She was supposed to receive a quote for one of your new products, which she needs by the end of the week. Who was responsible for sending the quote? Was it sent but not received? Are the products available for delivery? Is your customer service staff ready to support the product? Airframe™ can help you answer these questions and react quickly to your customers' needs.

Maybe your sales force needs to track opportunities instead of just contacts, and you need a working sales force automation system this month or you'll put your annual quota at risk.

Airframe™ Express is designed to help you prevent these and many other problems, and solve them quickly if they can't be avoided. We offer more than a dozen Airframe™ applications, each designed for a particular department or functional area in your company. Each application helps you and your employees establish and follow procedures, assign responsibilities to the right people, track and organize records that are specific to each department, and provide world-class service to customers—whether they are outside companies, or employees in other departments.

You may not need to get top management involved to make an Airframe Express™ buying decision, because it's priced within the budget of most departments, and designed to be implemented by an independent group. Simply choose the Airframe™ application that will solve your biggest problem right away—or the problem that's easiest to solve, so you can get it off your plate quickly.

Get started with a single Airframe™ application; then, once it's working for you, you might choose to recommend it to another department, or departments, that could benefit from another of our applications. If you do, the information that's specific to each department is separate and protected, but information that should be shared between departments, will be. You can choose the level of separation between the information belonging to different departments.

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Please read about the different departments (or functional areas) for which Airframe™ offers applications.

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INCLINE VILLAGE, Nev.—(BUSINESS WIRE)—Aug. 19, 2003—
Office Automation, Information Management & Reporting in a Comprehensive, Net-Native Hosted Suite

Gryphon Labs, the leading next-generation software research and development facility, today announced the launch of Airframe Business Software™, a new company offering comprehensive mission-critical business infrastructure software online. Airframe's technology will be available on a subscription basis, delivering a low-cost alternative to complicated business infrastructure software, eliminating the need for separate sales force automation, multi-department help desk, IT management, asset management, human resources and relationship management point solutions.

The company is led by highly-experienced enterprise software executives from Octane Software, E.piphany, Scopus Technology, Remedy, Oracle, Micromuse and Intuit. Enterprise software visionary Robert Gryphon, founder of Octane Software and Gryphon Labs, serves as chairman and chief technology officer of Airframe. Bob Witty, whose experience includes senior executive roles at Net6, Micromuse, E.piphany, Octane Software, Remedy and Oracle, has

been named chief executive officer and vice president of sales. Kira Makagon, Octane Software founder and former Siebel vice president of product development, serves as a board member and key advisor.

Airframe 2003 Application Suites

Airframe 2003™ will be generally available within the next 30 days through the company's Web site at www.myairframe.com. Airframe 2003™ will offer the broadest range of business application functionality of its price range. Consisting of three application suites, Airframe 2003™ is designed to automate common business functions and manage operational information and reporting needs across up to 20 departments or functional areas within the small-to-mid-size business (SMB).

The CRM Suite will serve the needs of sales, customer service, marketing, employee, vendor and partner relationship management, R&D, training and professional services. The Employee Services Suite will address the HR, corporate legal, business travel, insurance, company library and security functions. The Site Services Suite will manage information technology, asset tracking, facilities, mail room, property management, and the company's vehicle pool.

Features in each suite will include: help desk, document management, e-mail management, contact management, time and expense management, workflow and scheduling. The suites will work together for cross-functional coordination, but will be made available individually or as a company-wide package, at very aggressive subscription-based pricing.

Airframe 2003 is the second world-class project invented and originally developed at Gryphon Labs, following 2002's successful Dexterra, Inc. (www.dexterra.com) launch. Airframe Business Software is a completely independent company with full ownership of the Airframe applications and technology.

"Airframe will enable companies to focus their attention on revenue-generating activities because it will make the operational departments much more efficient," said CEO Witty. "But enhancing the productivity of just one or two departments isn't enough. The market is crying out for a 'shrink-wrapped' solution for the organization as a whole that's affordable and easy to use, and users are growing increasingly frustrated with current solutions. Airframe's suite-based approach will transcend the problems with point solutions that deliver only sales, help desk or HR features as one-offs. As a Net-Native ASP-hosted product, internal IT costs will be almost nonexistent, resulting in a low-cost, out-of-box alternative that will take the market by storm."

"Airframe is enterprise software for the rest of us, bridging the gap between the short-term homegrown solutions that seem to cling to life for years, and prohibitively expensive enterprise software packages," said Gryphon. "When establishing its mission-critical software systems, small businesses start with an accounting system and add a document composition toolset, but they immediately take these solutions past their limits by developing in-house applications for asset tracking, help desk management, sales force automation, HR and many other tasks. Businesses need support for these functions and more, but their options are limited. Enterprise software alternatives are far too costly to seriously consider, and very complex to implement. Airframe offers small businesses enterprise software they can afford and easily manage."

"Point solutions abound for small-to-medium sized businesses and mid-market enterprises," said Katherine Jones, managing director of enterprise applications at Aberdeen Group. "Many are in fact only partial solutions; that is, they solve part of a business problem, but not the entire problem. Software vendors able to offer more complete business application environments now will enjoy an advantage as many point providers scramble to grow their application portfolio or build more integration and extensibility into their products."

Addressing the company's name, Gryphon explained, "An 'airframe' is the infrastructure of an airplane or rocket, and Airframe Business Software automates core operational processes that enable our customers to raise their businesses to the next level."

Airframe Management Team

Robert Gryphon (www.robertgryphon.com) has 17 years of experience in enterprise application design, development
<http://myairframe.com/news/index.php?p=27>

and management. In 1997, he founded Octane Software, which was sold to E.piphany (NASDAQ:EPNY) in August 2000 for \$3.2 billion in stock. Gryphon has a bachelor's degree in computer science, a Master of Business Administration degree and a Master of Science degree in information systems from Hawaii Pacific University. He has published more than 90 articles and a book on database development.

Bob Witty has held sales leadership positions at Net6, E.piphany, Octane Software, Micromuse, Remedy Corporation and Oracle. Before co-founding Airframe, Bob was vice president of worldwide sales for Net6, a leader in mobility applications and voice over IP. Prior to Net6, Bob was senior vice president of sales for E.piphany after the Octane acquisition. At Micromuse, Inc., Bob served as vice president of channel sales, where he created and sustained global sales channels for the company's software products and oversaw relationships with more than 90 sales partners. Bob has a bachelor's degree in business administration from San Jose State University and an M.B.A. from San Francisco State University.

For more details on Airframe's management team, board of directors and industry expert advisors, visit www.myairframe.com/pages/airframe_team.htm.

About Airframe

Airframe™ Business Software was launched in August 2003 by Octane Software founder Robert Gryphon to address the growing business application outsourcing market. The company is developing a cost-effective alternative to complex, expensive business software. The company's product, Airframe 2003™, will offer information management & reporting applications for over 20 corporate operational departments and functions, including customer service, sales force automation, marketing, information technology, human resources and employee and partner relationship applications. By automating and managing essential business functions, Airframe 2003 will help companies focus their energy on growing the business. For more information on Airframe Business Software and the Airframe 2003 product—available soon—visit www.myairframe.com.

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Former Octane Executives Launch Airframe Business Software, Offering Enterprise Software at Small Business Prices

INCLINE VILLAGE, Nev.--(BUSINESS WIRE)--Aug. 19, 2003--

Office Automation, Information Management & Reporting in a Comprehensive, Net-Native Hosted Suite

Gryphon Labs, the leading next-generation software research and development facility, today announced the launch of Airframe Business Software(tm), a new company offering comprehensive mission-critical business infrastructure software online. Airframe's technology will be available on a subscription basis, delivering a low-cost alternative to complicated business infrastructure software, eliminating the need for separate sales force automation, multi-department help desk, IT management, asset management, human resources and relationship management point solutions.

The company is led by highly-experienced enterprise software executives from Octane Software, E.piphany, Scopus Technology, Remedy, Oracle, Micromuse and Intuit. Enterprise software visionary Robert Gryphon, founder of Octane Software and Gryphon Labs, serves as chairman and chief technology officer of Airframe. Bob Witty, whose experience includes senior executive roles at Net6, Micromuse, E.piphany, Octane Software, Remedy and Oracle, has been named chief executive officer and vice president of sales. Kira Makagon, Octane Software founder and former Siebel vice president of product development, serves as a board member and key advisor.

Airframe 2003 Application Suites

Airframe 2003(tm) will be generally available within the next 30 days through the company's Web site at www.myairframe.com. Airframe 2003(tm) will offer the broadest range of business application functionality of its price range. Consisting of three application suites, Airframe 2003(tm) is designed to automate common business functions and manage operational information and reporting needs across up to 20 departments or functional areas within the small-to-mid-size business (SMB).

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*An airframe is the structure of a rocket.
Airframe™ is structure for your business.*

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-
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- Advisory Board

The Airframe™ Team

Airframe™ was founded in 2002 by a team of experienced enterprise software architects, IT consultants, and small business professionals. We have designed, built, sold and supported big enterprise software for some of the biggest companies in the world, and government agencies as well. We've also founded and managed small businesses in many different industries. We've customized, implemented and trained people to use all kinds of software, from accounting systems to logistics, CRM to claims processing, supermarkets to emergency medicine. We've worked in every generation of computing, from mainframes to the very latest Internet technologies. Our combined experience spans many decades. And each of us uses Airframe™ every day.

Chairman and CEO: Robert Gryphon



Robert Gryphon has 17 years of experience in enterprise application design, development, and management. As founder of Octane Software, he was responsible for the company's product vision and the design of its revolutionary multi-channel CRM software based on Internet technologies. Octane was acquired by E.piphany for a record \$3.2 billion. Prior to Octane, at Scopus Technology Inc., he was key to the design and development of the world's first Enterprise CRM suite: Scopus Enterprise (Scopus is now part of Siebel). Earlier, he served in Project Management in Microsoft's ITG group, and created numerous custom applications for individual clients using SQL Server, dBASE III and FoxPro. Robert has a B.S. in Computer Science, an M.B.A and a Master of Science in Information Systems from Hawaii Pacific University. He has published over 90 articles and a book on software development.

For more detailed biographical information, [click here](#).

VP, Client Services: Jonathan Sheppard



Jon Sheppard has been MIS Director, Project Manager, Software Consultant, Software Developer, Business Analyst, System Integrator, Sales Manager, Faculty Instructor and Computer Technician over the last 27 years. During this time, he has been empowering users through the development, implementation, training, and management of business software. He has been the co-founder of three startups: Access Computers, Provident Technology and OpenForces, Inc., where he recently led the successful CRM implementations for Nikon and Seagate. In the late 90s, he was managing enterprise applications for the managed care and auto insurance industries, including a Y2K rollover for AIG. During the mid to early 90s, he designed, developed and customized a number of applications, working directly with small to medium size clients, ranging from Sales Automation, Work Flow, and Customer Service to Manufacturer Rep, Managed Care and Construction Accounting. In the mid 80s, he managed the Tandy Radio Shack computer center for Honolulu, providing systems to Military, Education, and SMB markets. In the early 80s, he was an instructor teaching Computer Science, Financial Accounting, Business Law, and Organizational Behavior at the largest Junior College in Boston, Newbury Junior College. In the mid 70s, as a hardware technician at Harvard University, he constructed printed circuit boards and other prototype hardware peripherals for ARPANET and doctoral projects. He has received certifications from Airframe, Salesforce.com, Epiphany, Microsoft, JD Edwards, Sybase Powerbuilder, Data Junction, and Small Business Technologies. He holds a Bachelor of Science in Business Administration from Babson College, MA.

VP, Product Development: Alexander Balva



Alexander Balva has fifteen years of software design, development, and management experience, with over ten years in business automation for the enterprise and mid-size markets. Prior to joining Airframe™, he served as Chief Software Architect for Exigen Group, where he led the delivery of a massive automation and cost reduction solution for Electronic Data Systems (EDS). Prior to joining Exigen, Mr. Balva was in charge of business applications for Genesys Telecommunication Laboratories, where he built and deployed over fifteen applications—the entire automation suite for the company, partners, and customers (Genesys was later acquired by Alcatel). Prior to Genesys,

Mr. Balva was instrumental in design and implementation of supply chain management and production planning solution for Tetra Pak, one of the largest privately held European companies with current revenue of over \$8 billion. He received an M.S. of Computer Studies degree from Kiev Technical University and was a Ph.D. student for 2 years prior to relocating to the U.S.

VP, Business Development: John Tomich



Mr. Tomich spent two years at Shelter Capital Partners, a Los Angeles-based \$175M venture capital fund focused on making equity investments in early-stage technology companies. At Shelter, Mr. Tomich was a key resource for the firm in sourcing, analyzing, and structuring new investment opportunities. Prior to joining Shelter, Mr. Tomich worked as Vice President, Client Services, for iXL, an Internet professional services and consulting firm. At iXL, Mr. Tomich led strategic Internet development initiatives for key clients including Sony Electronics, General Electric & Warner Bros. Previously, Mr. Tomich was a partner in Spin Cycle Interactive, a multi-media and Internet production company, which was acquired by iXL in Spring 1998. From 1996 to 1997, he was the COO, and founding partner, of Steeplechase Media, a leading broadband and Interactive TV production company. Mr. Tomich earned a BBA in Finance, with an emphasis in Russian Language, from Loyola Marymount University in Los Angeles.

Director: Kira Makagon



Kira Makagon has 17 years of experience in the high technology industry combined with a strong technical background. Kira was a co-founder, director and SVP of Products at Octane, with the overall responsibility for product development, marketing and strategy. She became the CTO at E.piphany after the merger. Previously, Kira was Vice President of Product Development at Scopus Technology, where as an early employee she saw three generations of product through delivery to market, a successful IPO and a subsequent purchase by Siebel Systems (NASDAQ:SEBL). Earlier, Kira held key positions in several successful high technology companies, with the start of her career being at Ingres Corporation. Kira holds a bachelor's degree in computer science from UC Berkeley, and an MBA from Walter A. Haas School of Business at the University of California at Berkeley.

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